

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

JILL SIKKELEE, Individually and : Case No. 4:07-cv-00886  
as Personal Representative of the :  
ESTATE OF DAVID SIKKELEE, : (Judge Jones)  
deceased,

v. Plaintiff : COMPLAINT FILED:  
PRECISION AIRMOTIVE : May 16, 2007  
CORPORATION, et al.,  
Defendants :

**STIPULATION OF DISMISSAL OF DEFENDANT TEXTRON INC. ONLY**

*WHEREAS* defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, stipulate that they are the proper party/parties for all claims made against “the Textron defendants” by plaintiff in this litigation; and

*WHEREAS* defendants AVCO Corporation and its Lycoming Engines Division maintain/maintains sufficient liability insurance applicable to the claims

and allegations raised in plaintiff's complaint and amended complaint in accordance with the terms and conditions of said policy, including coverage limits, and there are no known policy defenses; and

***IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED*** by and between undersigned counsel and parties that defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, is/are the proper party to respond to all allegations set forth in plaintiff's complaint and amended complaint herein; and

***IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED*** by and between undersigned counsel and parties that defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, maintains/maintain sufficient liability insurance applicable to the claims and allegations raised in plaintiff's amended complaint in accordance with the terms and conditions of said policy including coverage limits, and there are no known policy defenses; and

***IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED*** by and between undersigned counsel and the parties, that plaintiff, Jill Sikkelee, Individually and as Personal Representative of the Estate of David Sikkelee, deceased, hereby dismisses defendant Textron Inc. ONLY from this litigation with prejudice and without costs to any party; and

***IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED*** by

and between undersigned counsel and parties that each signatory to this Stipulation of Dismissal has the requisite authority to execute this Stipulation and further that the undersigned counsel has the authority to bind, and by virtue of this Stipulation, do bind their respective clients.

Dated: November 1, 2010

By: John D. McClune by cb  
John D. McClune w/ permission  
KATZMAN LAMBERT &  
MCCLUNE  
100 W. Big Beaver Road  
Suite 130  
Troy, MI 48084  
(248) 258-4800  
Attorney for Plaintiff  
Jill Sikkelee

By: Catherine Slavin  
Catherine Slavin  
COZEN O'CONNOR  
1900 Market Street  
Philadelphia, PA 19103  
(215) 665-2000  
Attorney for Defendants AVCO  
Corporation, on behalf of its  
Lycoming Engines Division,  
and Textron Inc.

SO ORDERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
2010.

BY THE COURT:

---

J.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on November 1, 2010, a true and correct copy of the foregoing **Stipulation of Dismissal of Defendant Textron Inc. Only** was served by electronic means, upon all counsel of record through the Court's ECF system.

*Catherine Slavin*  
\_\_\_\_\_  
Catherine Slavin, Esquire (PA 48360)  
Sara Anderson Frey, Esquire (PA 82835)  
COZEN O'CONNOR  
1900 Market Street  
Philadelphia, PA 19103  
(215) 665-2000  
[cslavin@cozen.com](mailto:cslavin@cozen.com)  
Attorneys for Defendants AVCO  
Corporation, on behalf of its Lycoming  
Engines Division, and Textron Inc.